



1025005

Charles Fisher
 3834 - Long Lake Rd SE
 98525

PROTECTIVE COVENANTS APPLICABLE TO AND
 FOR RECORDING AS AGAINST

THURSTON COUNTY
 OLYMPIA, WASH.

JAN 25 1 59 PM '78

REQUEST OF *CF*
 C. WESLEY LEACH, AUDITOR
 DEPUTY

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The east 289.98 feet of Government Lot 5 of Section 24, Township 18 North, Range 2 West, W.M., described as the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section; EXCEPTING therefrom the south 225 feet of the west 392.5 feet; ALSO EXCEPTING therefrom the north 30 feet for county road known as Robinson Avenue.

A. RESIDENTIAL AREA COVENANTS

The Residential Area Covenants shall apply to all lots within the boundaries of the above described property.

A-1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

A-2 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$35,000 (including land) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,150 square feet for a one-story dwelling, or less than 750 square feet for a dwelling of more than one story.

A-3 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines herein established. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or 10 feet to the side street line on a corner lot, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more behind the rear of the main dwelling. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line, or nearer than five feet to any side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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A-4 Easements. Easements for installation and maintenance of utilities, drainage facilities, and walkways are reserved as shown on the recorded plat.

A-5 Nuisances. No noxious or offensive activity shall be carried on upon any lot, neither shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-6 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. Maximum period of construction, including finishing painting, shall be nine months.

A-7 Signs. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during construction, or by the home owner himself advertising for sale or rent.

A-8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

A-9 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, nor maintained for any commercial purposes.

A-10 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage shall be disposed of by burning.

A-11 Water Supply. No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Thurston County Health authorities. Approval of such system as installed shall be obtained from authorities. Water may be supplied by any agency meeting said health requirements.

A-12 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

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The same sight line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

B. GENERAL PROVISIONS

B-1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B-2 Enforcement. Enforcement shall be by proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

B-3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Charles Fisher

Ariel L. Fisher

STATE OF WASHINGTON,
County of Thurston

On this day personally appeared before me Charles Fisher and Ariel L. Fisher

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of January, 1978

Everett L. Shattley

Notary Public in and for the State of Washington

reading at Olympia 835 rec 185

